

Law Offices of
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William C. Johnson, Jr., Esq, MBA, LL.M-MD,DC

RETAINER AGREEMENT

The undersigned, **Trudah Harding** (hereinafter known as Client) hereby requests the legal services of **William C. Johnson, Jr. Esq., MBA, LL.M** (hereinafter known as Attorney) for representation regarding a Foreclosure Complaint filed in Montgomery County involving the foreclosure sale of real property identified as 13604 Canal Vista Court, Potomac, MD 20854 in case no. 463268-V. Attorney shall defend Trudah Harding in the action.

Legal services shall require a non-refundable retainer fee of **\$5,000.00**. Attorney acknowledges receipt of \$ 5000 .00. Legal services will be billed on an hourly basis, with time being charged in tenths of an hour, at the following rates:

Partners	\$405.00 per hour	Paralegals	\$50.00 per hour
Associates	\$100.00 per hour	Law Clerks	\$25.00 per hour

Attorney will use his/her discretion in staffing, to provide services in the most economical manner possible. Please note that all time spent on your behalf in this matter, including time spent in telephone conversations, will be charged to you. The initials of the person performing the services will be noted on the invoice.

The fee of Attorney shall be contingent upon the result obtained. There shall be no legal obligation by Client to pay Attorney any fee if nothing is recovered from the adversary or from the Client's insurer in an underinsured or uninsured situation.

However, Client is responsible for all expenses incurred in the prosecution of the claim. Client gives permission to Attorney to advance the payment of costs and expenses, but Client acknowledges the Client remains responsible for payment of said costs and expenses and agrees to reimburse Attorney for any such costs and expense for

which Attorney advances payment. Client may reimburse Attorney as costs and expenses are incurred or, if Client reimburses Attorney upon settlement, Client agrees that such costs and expenses shall be paid out of Client's portion of the settlement proceeds.

In the event there is a recovery of damages, the legal fee of Attorney shall be 33 percent of the gross amount damages and/or value recovered, if settlement is achieved without the necessity of filing suit; 40 percent of the gross amount of damages and/or value of the settlement or judgment if it is necessary to file suit; and 45 percent of the ultimate gross amount of damages and/or value of the settlement or judgment following the trial and any appeal undertaken by the adversary.

In the event of discharge by Client and in the event Client subsequently recovers money or other property as a result of this action, Client shall be indebted to Attorney for legal fees based upon the value in the District of Columbia of legal services rendered and for any costs and expenses advanced by Attorney.

Attorney reserves the right to withdraw from representation if Client fails to cooperate or follow Attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in Attorney's view, render continuing representation unlawful or unethical.

In addition to fees for legal services, Attorney will be entitled to payment or reimbursement for costs and expenses incurred for services, including but not limited to: photocopying, messenger and delivery service, fees for computerized research services, travel (including mileage, parking, air fare, lodging, meals and ground transportation), long distance telephone, telecopying, depositions, court costs, sanctions and filing fees. Client agrees that Client is responsible for such expenses relating to this case. Depending upon the type of case you have, expenses may also include, but are not limited to: medical treatment, charges for medical examinations and reports, the cost of accident and credit reports, hospital records and pictures. Attorney is hereby authorized to charge such expenses and have such expenses billed to Client and Client agrees to pay them promptly. Unless other arrangements are made at the outset, fees and expenses of others will not be paid by Attorney and will be the responsibility of and billed directly to the Client.

Client agrees that Attorney may retain co-counsel, and Attorney agrees that Client will be consulted concerning co-counsel and any fee arrangement with co-counsel prior to retention of or consultation with co-counsel by Attorney.

Client agrees to allow attorney to contact him via e-mail at the following address:

_____.

Invoices for legal services rendered and costs advanced or incurred are issued (indicate time interval, e.g. monthly) and are payable upon receipt. Interest at the rate of

1.5 percent per month will be added to the balance due on amounts which remain unpaid thirty (30) days or more. Attorney shall be entitled to recoup reasonable Attorneys Fees in the event it becomes necessary to file suit for the collection of fees.

Attorney reserves the right to withdraw from representation if, among other things, Client fails to honor the terms of this **FEE AGREEMENT** by failing to pay Attorney's invoices, by failing to cooperate or follow Attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in Attorney's view, render our continuing representation unlawful or unethical.

The outcome of negotiations and litigation is subject to factors which cannot always be foreseen; therefore, it is understood that Attorney has made no promises or guarantees to Client concerning the outcome of this representation and cannot do so. Nothing herein shall be construed as such a promise or guarantee.

This **FEE AGREEMENT** pertains only to legal services rendered and costs and expenses for the matter expressly stated above. It does not relate to any other matter for which Client seeks representation by Attorney. Any other matter will require a separate **FEE AGREEMENT**.

Date: 3/18/2019

Client: Zundak Dardave

Date: 3/18/2019

Attorney: Dice C. Sol